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ABSTRACT

The collective bargaining agreement between the University System of New Hampshire Board of Trustees and the Keene State College Education Association, an affiliate of the National Education Association, for the period July 1, 1989 to June 30, 1991 is presented. Twenty-five articles cover the following: recognition; definitions; management rights; academic freedom; fair practices; grievance procedures; arbitration procedures; personnel files (access and content); evaluation procedures (performance, for promotion, and for tenure; rank qualifications and criteria; contracts and tenure; faculty workload (including supervision of student teachers, office hours, academic advising, librarians, and academic coordinators); work year; system-wide vacancies and transfers; retrenchment; sabbatical leave; leaves without pay; other leaves; miscellaneous working conditions; association rights; salary; benefits (supplemental compensation and health benefits); no strike-no lockout; separability; and duration. (JB)

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COLLECTIVE BARGAINING AGREEMENT

USNH BOARD OF TRUSTEES

AND

KSCEA

July 1, 1989 - June 30, 1991

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Preamble

This Agreement between the Board of Trustees of the University System of New Hampshire for Keene State College (hereinafter called the "College") and the Keene State College Education Association, an affiliate of the National Education Association of New Hampshire (hereinafter called the "Association") is made and entered into this 7th day of December 1989 to set forth agreements reached between the College and the Association with respect to wages, hours, benefits and other conditions of employment for employees in the bargaining unit described in Article I, Recognition which are effective July 1, 1989.

It is the intent of the parties to encourage harmonious relationships between the Faculty and the Administration, to promote the welfare of the student body, and to ensure continuation of the standards of excellence at Keene State College.

ARTICLE I

RECOGNITION

The College recognizes the Association as the exclusive bargaining representative for all full-time faculty members and librarians employed at Keene State College pursuant to the Public Employees Labor Relations Board certification in Case No. U-0601, February 23, 1978.

ARTICLE II

DEFINITIONS

1. "Faculty member". Any member of the bargaining unit except where otherwise limited.

2. "KSCEA" or "Association". The Keene State College Education Association, affiliated with the National Education Association of New Hampshire, its officers and agents.

3. "College". Keene State College, the administration of Keene State College or the USNH Board of Trustees, its officers and agents.

4. "USNH". University System of New Hampshire.

5. "Board". USNH Board of Trustees.

6. "PELRB". New Hampshire Public Employee Labor Relations Board.

7. "DPEC". Discipline Peer Evaluation Committee.

8. "FEAC". Faculty Evaluation Advisory Committee.

9. "Library Faculty". Full Time Professional Librarians.

ARTICLE III

MANAGEMENT RIGHTS

The parties agree that all the rights and responsibilities of the College which have not been specifically provided for in this Agreement are retained in the sole discretion of the College and, subject only to specific limitations in this Agreement, shall include but not be limited to the following:

a. the right to direct employees; to determine qualifications, promotion and tenure criteria, hiring criteria, standards for work, curriculum; to grant sabbatical and other leaves, and to hire, promote, transfer, assign, retain employees in positions, award reappointments; and to suspend, demote, discharge or take other disciplinary actions against an employee for just cause;

b. the right to relieve an employee from duty because of lack of work or other legitimate reasons; as stated in Article XV, Retrenchment;

c. the right to determine the means, methods, budgetary and financial procedures, and personnel by which the College's operations are to be conducted;

d. the right to take such actions as may be necessary to carry out the missions of the College in case of emergencies (provided that the College shall subsequently negotiate the effects of such actions on terms and conditions of employment of bargaining unit members);

e. the right to make rules, regulations, and policies not inconsistent with the provisions of this Agreement and to require compliance therewith.

f. Notwithstanding the aforesaid rights, the College hereby agrees to consult with the KSCEA before converting any faculty position to PAT status.

ARTICLE IV

ACADEMIC FREEDOM

The parties agree to abide by the 1940 AAUP Statement of Principles on Academic Freedom. These principles can be summarized as follows:

a. It is the policy of the College to maintain and encourage full freedom, within the law, of inquiry, teaching, research, and publication. The College cannot fulfill its purpose of transmitting, evaluating, and extending knowledge if it requires conformity with any orthodoxy of content and/or method.

b. In the exercise of this freedom the faculty member may discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of discussing in his/her classroom controversial matter which has no relation to his/her subject. The College is obligated to protect and defend faculty members from pressure and harassment connected with their academic and scholarly work.

c. In his/her role as citizen, every faculty member has the same freedoms as other citizens. However, in his/her extramural utterances he/she has an obligation to make every effort to indicate that he/she

is not an institutional spokesperson. Nothing herein shall be construed as an abridgement of rights guaranteed to the individual faculty member by the Constitution of the United States or the State of New Hampshire.

ARTICLE V

FAIR PRACTICES

The College and the Association agree not to discriminate against the faculty member because of race, color, sex, religion, marital status, national origin, political affiliation, sexual preference, or lawful political activity, veteran's status or membership or non-membership in, or lawful activities on behalf of the Association.

The College and the Association agree to comply with the Age Discrimination in Employment Act of 1967, as amended, and applicable sections of the Rehabilitation Act of 1973.

The College and the Association further agree that they shall not establish a residency requirement for faculty members.

ARTICLE VI

GRIEVANCE PROCEDURE

1. It is the objective of the parties to this Agreement to encourage the prompt and equitable resolution of grievances.

2. The parties agree that, except as otherwise specifically provided in this Agreement, the orderly process hereafter set forth shall be the sole method used for the resolution of grievances.

3. If a grievance is filed under this Article, neither the grievant nor the Association shall file or process any unfair labor practice charge under RSA 273-A:5I(h) alleging that the Agreement has been breached by the College's conduct giving rise to the grievance, or that such conduct is in any way objectionable under law.

4. A grievance may by filed by an individual faculty member or by a group of faculty alleging the same grievance. The Association shall have the right to file a grievance involving a management action which affects faculty members and is alleged to be a violation of the Agreement. A grievance filed by a group of faculty from different divisions of the College alleging the same grievance may be filed directly at step two.

5. A "grievance" is any dispute or difference concerning the interpretation, application, or claimed violation of any provision of this Agreement.

6. Procedure

Informal Step

The grievant shall attempt to solve his or her grievance speedily and informally by meetings between those directly affected.

STEP ONE

A. The grievant shall submit his grievance in writing to the Divisional Dean or Library Director as appropriate and it shall be received within forty-five (45) calendar days following the time at which the grievant could have reasonably been aware of the existence of the situation giving rise to the grievance.

B. The written grievance shall state the nature of the grievance including the relevant facts, provisions of the Agreement alleged to have been violated and the adjustment sought.

C. The Divisional Dean or Library Director as appropriate shall arrange a meeting with the grievant, and such meeting shall be held within ten (10) calendar days of the receipt of the grievance. The Association shall be notified and may send a representative to the meeting. A written answer to the grievance shall be forwarded to the grievant and the Association within seven (7) calendar days after the meeting.

STEP TWO

In the event the grievance is not settled at step one, the grievant may present his/her grievance at step two. The grievance at this step must be presented to and received by the Vice President for Academic Affairs within ten (10) calendar days of receipt of the Divisional Dean's or Library Director's answer at step one. The Vice President for Academic Affairs, and/or his/her designees shall arrange a meeting with the grievant and such meeting shall be held within ten (10) calendar days of receipt of the grievance. The Association shall be notified and may send a representative to the meeting. A written answer to the grievance shall be forwarded by the Vice President to the grievant and the Association within seven (7) calendar days after the meeting.

STEP THREE

If the grievance is not settled at step two, the grievant may present his/her grievance at step three. The grievance at this step must be presented to and received by the President within ten (10) calendar days of receipt of the Vice President's for Academic Affairs answer at step two. The President or his/her designee shall arrange a meeting with the grievant and such meeting shall be held within ten (10) calendar days of the receipt of the grievance. The Association shall be notified and may send a representative to the meeting. A written answer to the grievance shall be forwarded by the President to the grievant and the Association within seven (7) calendar days after the meeting.

7. A. Failure by the grievant to comply with the time limitations of Step One, Section A shall preclude any subsequent filing of the grievance.

B. Failure by the grievant at any step of this procedure to appeal within the specified time limits shall be considered acceptance by the grievant of the decision rendered at the last step.

C. Failure by the College at any step to communicate its decision within the specified time limits shall permit the grievant to proceed to the next step.

D. The time limits in this Article may be extended by mutual agreement.

8. The filing or pendency of a grievance under the provisions of this Article shall not prevent the College from taking the action complained of, subject, however, to the final decision on the grievance.

9. All correspondence by both parties in this Article shall be sent certified mail, return receipt requested, or receipted hand delivery.

ARTICLE VII

ARBITRATION PROCEDURE

1. Any grievance which has not been satisfactorily adjusted under the Grievance Procedure may be submitted for settlement under the Arbitration provisions of this Article.

2. An appropriate grievance as specified in Section One of this Article may be brought to arbitration by the Association only if written notice is served on the College within thirty (30) calendar days after the conclusion of the final step of the Grievance Procedure.

3. Arbitration shall be conducted through a Board of Arbitration consisting of one representative selected by the KSCEA, one representative selected by the College, and an impartial chair mutually chosen by the parties.

The procedure for arbitration will be as follows:

(a) The Association representative and College representative shall communicate promptly to choose an impartial chair but no later than ten (10) calendar days from the date of the demand for arbitration. If no selection can be made within such ten (10) day period, then either party may request lists from the American Arbitration Association, and selections shall be made in accordance with the Rules of the Association.

(b) If the College contends at the hearing that the grievance under consideration does not raise an arbitratable issue, and the College has explained its position to the Association at least thirty (30) calendar days prior to the hearing, the Board of Arbitration shall first hear and determine separately in accordance with paragraph (d) below, the question of whether an arbitratable issue has been presented. If the Board decides that the issue or issues are arbitratable it shall have authority to further hear and determine the merits of the grievance.

(c) Hearings and post-hearing activities shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

(d) The decision of a majority of the Board shall be the decision of the Board of Arbitration. The Arbitration Board shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement, nor shall the Arbitration Board substitute its judgement for that of the College with regard to any grievance based upon a challenge of a management right, subject to the provisions of this Agreement. In deciding a case before it, the Board of Arbitration may review whether or not the College has

met a specific standard delineated in the Agreement which is alleged to have been violated.

(e) Each party shall bear the expense of preparing and presenting its own case. The compensation and expenses of the impartial chair and any other expense of such Board shall be borne equally by the parties.

4. Both parties agree to abide by the decisions of the Board of Arbitration but shall retain whatever rights they have under the law to challenge the decisions of the Board of Arbitration. Any appeal shall be filed within thirty (30) calendar days of notice of the arbitration decision.

5. Unless otherwise mutually agreed, each arbitration hearing shall deal with not more than one grievance.

ARTICLE VIII

PERSONNEL FILES

1. A personnel file exists as a record of an individual's personnel history, achievements, and contributions to the institution. The uses to which this file is put are important to the faculty member as well as the System. For this reason, personnel files are highly personal and confidential records. Authorized personnel and the faculty member determine the content of these files and both may be users of them. ("Authorized personnel" includes those designated by the institution and by the University System.)

2. All materials within the personnel file following enactment of this policy are available for inspection and copying by the individual concerned, with the following exception: materials solicited prior to employment, such as letters of recommendation and files from previous institutions or employers. The individual unit member may make copies of any materials in his/her file at the applicable college rate.

3. Unsolicited letters, comments, etc. will be made a part of the personnel file only if they have substantive merit, are free of innuendo, and are signed by the author. An individual shall have the right to respond to any materials placed in the

personnel file, and such response shall be made part of the personnel file appended to the original material. No material reflecting adversely on an individual's performance or related to any suspension, discharge or other disciplinary action against an individual shall be placed in the personnel file until the individual has been given a copy or notified of the material.

4. Third parties are not entitled to inspect files. Information available to third parties is limited to name, position, salary and length of time of University System employment. (A third party is defined as a person or group other than the staff member, his or her designee, or an appropriate official of the University System or institution.) Officials of federal or state agencies may have access to personnel files only with a court order or by approval of the System legal counsel in accordance with federal or state regulations. If such access is authorized, each individual so affected will be informed.

5. The personnel file shall include only pertinent materials and the file is subject to the above conditions. The personnel file is maintained by the campus personnel office. Special files or other materials shall not be kept. Letters of caution, commendation, consultation and reprimand are considered to be of decreasing significance with the passage of time. Current information is given far greater weight than historical data. Should an individual desire to have materials removed from the personnel records which he/she feels to be incorrect or no

longer relevant, he/she has the right to request removal. Such a request for removal shall not be unreasonably denied.

6. Medical records, including mental health records, shall not be part of the employee's regular personnel file. Review of medical records, including mental health records, shall be limited to the necessary benefit administration personnel and the Vice President for Academic Affairs. Any other access shall be only with prior approval of the employee and/or in accordance with Section 4 of the Article.

7. No part of this policy shall be in violation of RSA 91-A, New Hampshire's "Right to Know Law" or RSA 275:56. Should new statutes become effective with regard to personnel files and records, the University System will react appropriately to comply with those statutes and will notify all personnel accordingly.

ARTICLE IX

EVALUATION PROCEDURES

The evaluation of the professional activities of all faculty in a public institution of higher education is essential for the maintenance of academic and professional standards of excellence. The purpose of faculty evaluations shall be to enhance the improvement of individual professional performance and to provide a basis for various personnel decisions.

Faculty evaluations will include: a performance evaluation process for the purpose of professional improvement and contract renewal, and an evaluation process for promotion and tenure. The evaluation for promotion and tenure will utilize the performance evaluations as part of the materials reviewed. Evaluations of a junior faculty member shall address progress toward meeting criteria for promotion and tenure.

A comprehensive system for faculty evaluation effectively considers materials from students, peers, the immediate academic supervisor and from the faculty member himself/herself.

A. Performance Evaluation

1. Each academic year the Divisional Dean or Library Director will submit a written performance evaluation for each faculty member in his/her Division scheduled for review to the Vice President: Academic Affairs, with any appropriate

recommendation of various personnel decisions. DEPC recommendations and a copy of the individual's self-evaluation will be included with the evaluation materials forwarded to the Vice President.

a) For faculty in their first year of appointment, an evaluation will be conducted at the end of the first and second semesters.

b) For all other non-tenured faculty an evaluation will be conducted annually in the spring.

c) For tenured assistant, associate and full professors an evaluation will be conducted every (two) years in the spring. A rotating schedule for this process will be established.

d) A faculty member or Divisional Dean or Director may initiate the evaluation process for any year in which the faculty member is not scheduled for a performance evaluation.

e) All faculty are required to complete and submit the self-evaluation report each year. The completed form becomes a part of the faculty member's personnel file.

2. The evaluation process begins with the individual faculty member, who is responsible for keeping complete and accurate records of all activities related to his/her professional growth and development. The information

shall be summarized in an annual Faculty Self-Evaluation Report which is submitted to the Divisional Dean or Director.

3. Each September each discipline shall select a peer evaluation committee (DPEC) which will conduct a peer evaluation of the appropriate faculty members in that discipline independently of the Divisional Dean's or Director's evaluation. The size and composition of the committee and the manner of selection of the members and chair shall be determined by the members of each discipline. The Committee shall determine and announce the rules and procedures under which it shall operate in accordance with KSCEA guidelines. A faculty member may designate a bargaining unit member from another discipline to serve as a member of his/her DPEC for the purpose of conducting a more comprehensive evaluation.

4. The following faculty groups shall be recognized for the purpose of DPEC and the assignment of academic coordinators, as of July 1, 1989.

1. Art
2. Theatre Arts/Speech/Film
3. Music
4. English, Philosophy, Public Affairs, Journalism
5. Modern Languages
6. Life Sciences
7. Physical Sciences
8. Economics, Political Science
9. Management
10. Education
11. Special Education
12. History
13. Human Services/ Vocational Education
14. Industrial Education/ Technology
15. Physical Education
16. Mathematics/Computer Studies
17. Psychology
18. Sociology, Anthropology, Geography
19. Library (DPEC only)

5. The Divisional Deans or Directors will inform the DPEC of the deadline for submission of committee evaluations, which are advisory in nature. If not submitted by the stipulated deadline, the College will proceed with the evaluation process without Committee input.
6. In making his/her evaluation and recommendations, the Divisional Dean or Director will consider peer evaluations submitted to him/her by the DPEC, course syllabi, student evaluations, his/her assessment of teaching effectiveness, scholarship and related professional activity, and service to the College and academic advising in the development of the overall performance evaluation. To the extent that the Divisional Dean or Director disagrees with the peer evaluations as submitted by DPEC, he/she shall explain the basis for his/her disagreement as part of his/her overall evaluation report.
7. Each faculty member shall be apprised of his/her evaluation and the Divisional Dean's or Director's recommendations during an individual conference prior to the evaluation report being submitted to the Vice President.
8. The faculty member will have the opportunity to comment, in writing, concerning his/her evaluation, and will sign the final evaluation document indicating that he/she is

aware of the content.

9. A copy of the performance evaluation shall be placed in faculty member's personnel file with all pertinent documentation.

10. It is expressly understood that neither the Association nor any faculty members may file a grievance under Article VI regarding any action of a faculty committee under this Section.

11. Upon the recommendation of the Vice President for Academic Affairs, the President shall make final decisions regarding personnel matters arising from performance evaluations.

B. Evaluation for Promotion and Tenure

1. At the beginning of each contract year, the Vice President for Academic Affairs will inform those faculty who are eligible for promotion and/or tenure as defined in Articles X and XI. A copy of this notice will be sent to the Chair of the Faculty Evaluation Advisory Committee (FEAC). The Vice President will inform each of these faculty members of the promotion and tenure review timetable and FEAC will inform the faculty members of the materials it requires for review.

2. Once a faculty member has submitted his/her materials for consideration for tenure, the application may be withdrawn within seven (7) calendar days following the faculty member's receipt of the DPEC recommendation. If the tenure application is not withdrawn by this deadline, the

tenure review process will go forward to completion.

3. The DPEC and Divisional Dean or Director, as well as FEAC, will provide a written recommendation to the Vice President for Academic Affairs on all promotion and/or tenure cases. These recommendations will be communicated to the individual faculty member as well.
4. FEAC shall be composed of five (5) tenured faculty members from the upper three ranks in accordance with a selection process determined by the total faculty. The Committee shall determine and announce the rules and procedures under which it shall operate in accordance with KSCEA guidelines.
5. The Vice President for Academic Affairs will inform FEAC of the deadline for submission of FEAC's recommendations, which are advisory in nature. If not submitted by the stipulated deadline, the College will proceed without committee input. The faculty member's personnel file will be made available for review by FEAC.
6. The College shall not arbitrarily reverse recommendations on promotion and tenure made by FEAC.
7. It is expressly understood that neither the Association nor any faculty members may file a grievance under Article VI regarding any action of FEAC or any other faculty committee under this Section.

8. Recommendations for promotion in rank and tenure will be based on a consideration of the following criteria:
   a. Teaching Effectiveness
   b. Scholarship and Related Professional Activity
   c. Service to the College
9. Recommendations for tenure will consider the program and enrollment needs of the College as addressed in Article XV, Retrenchment.
10. The Vice President for Academic Affairs will give his/her recommendations regarding promotions and tenure to the President of the College for review before transmittal to the Board of Trustees for final consideration. A copy of the Vice President's recommendations will also be given to the faculty member and to the Chairperson of FEAC.

ARTICLE X

RANK QUALIFICATIONS AND CRITERIA

A. The following full-time faculty ranks will be recognized

1. Instructor - The initial academic rank for full-time faculty appointments for those who have made some progress toward completion of formal advanced study appropriate to their field or other relevant experience.
2. Assistant Professor - Shall have completed the terminal degree appropriate to his/her field.
3. Associate Professor - Shall have completed the terminal degree appropriate to his/her field. Shall have a consistent record of successful teaching, of conscientious service to the college community, and of scholarly activity or professional involvement.
4. Professor - Shall have completed the terminal degree appropriate to his/her field. Shall have a consistent record of significant professional growth across the areas of successful teaching, conscientious service to the college community, and scholarly activity or professional involvement.

B. By agreement at the time of appointment and upon recommendation of FEAC, the Vice President for Academic Affairs may accept substantial appropriate professional achievement and/or professional certification in place of the terminal degree in certain fields. Such substitutions are anticipated to be rare relative to appointments normally made

to the ranks of Assistant Professor, Associate Professor, and Professor.

C. All faculty tenured as of September 1, 1984, who have met the relevant time-in-rank criteria are eligible to be considered for promotion based on an evaluation of their teaching, service, and scholarly and professional performance.

D. For library faculty full-time employment in appropriate library setting will be considered in lieu of collegiate teaching experience.

E. Periods of Service

1. After the initial appointment at Keene State College, except as modified by E.2, faculty members may apply for promotion during the academic year in which they complete the following minimum periods of service at Keene State College:

a. from Instructor to Assistant Professor;
promotion from Instructor to Assistant Professor will be recommended by FEAC and the Vice President for Academic Affairs upon official evidence of completion of the terminal degree.

b. from assistant Professor to Associate Professor
five (5) years

c. from Associate Professor to Professor
five (5) years

2. By agreement at the time of appointment, previous appropriate full-time service at other institutions of higher education shall be considered in meeting a portion of the above minimum time-in-rank criteria. Such

substitutions are anticipated to be rare relative to appointments normally made to the ranks of Assistant Professor, Associate Professor, and Professor. The maximum credit toward time-in-rank will be one (1) year for those appointed at the instructor rank and two (2) years for those appointed at the assistant or associate ranks.

3. The Vice President for Academic Affairs may seek a recommendation from the FEAC and/or DPEC regarding a candidate's experience and credentials in determining qualifications for appointment to a given rank.

ARTICLE XI - CONTRACTS AND TENURE

1. Faculty members shall receive one-year contracts for their first six years at the College, in accordance with other provisions of this Agreement. During the faculty member's sixth year, he/she will be reviewed for tenure, in accordance with the provisions of the Evaluation Article.

2. Instructors are not eligible for tenure. After no more than six years of full-time service, a faculty member will be granted tenure or notified that his/her appointment will not be renewed at the end of the seventh year. The pre-tenure period at Keene State College for all faculty shall be a minimum of four years in addition to previous full-time service as instructor or higher at other accredited institutions of higher learning, even if the total full-time service in the profession thereby exceeds seven years. Faculty meeting the time-in-service criterion may be considered for tenure prior to their sixth year at the College. However, a faculty member will be reviewed for tenure only once.

3. By agreement at the time of appointment, previous, appropriate full-time service at other institutions of higher education shall be considered in meeting a portion of the above minimum pre-tenure period. The Vice President for Academic Affairs will credit service at the rate of one full year of college teaching outside Keene State College for one year's time toward tenure. The maximum credit toward time-in-rank will be one (1) year

for those appointed at the instructor rank and two (2) years for those appointed at the Assistant or the Associate ranks.

4. Faculty members who receive tenure shall not be terminated except for just cause, which shall be defined in accordance with AAUP standards for tenure.

5. Notice of non-reappointment of a faculty member shall be given in writing according to the following schedule:

.For faculty with less than two years of service, at least one semester before the expiration of an appointment.

.For faculty with two or more years of service, at least two semesters before the expiration of an appointment.

ARTICLE XII

FACULTY WORKLOAD

1. It is agreed by the parties hereto that the provisions of this Article are intended for the sole purpose of maintaining or enhancing the academic quality of the College.
2. For all full-time teaching faculty, the normal teaching assignment shall be twenty-four (24) academic credit hours for the academic year. Normally, twelve (12) academic credit hours will be assigned in any one academic semester. Any additional assignment shall be designated overload. Overload assignments may be scheduled according to department/divisional needs and with the consent of the faculty member, and shall result in either compensation as specified in Section 13 below or reduced workload in the subsequent semester.
   a. Whenever an individual faculty member's professional activities require substantially more attention than usual, a divisional dean may grant reassigned time to that faculty member(s). The KSCEA shall be notified of all such reassigned time.
3. Laboratory, studio, clinic and activity courses shall be equated on the basis of two contact hours per week being equal to one academic credit hour; however, in no instance will contact hours

per academic year exceed 36 hours, unless this maximum limit is waived by an individual faculty member.

4. No more than three (3) preparations per academic semester shall be assigned to a faculty member. Appropriate adjustments will be made for laboratory, studio, clinic, activity, performance groups and team taught courses which are offered for only a portion of a semester or are related to other lecture preparations. Student teaching supervision or internship supervision will not be counted as a preparation.

   a. In a team teaching situation, each teacher will be credited with a preparation.

5. From time to time, faculty may be assigned coaching or related duties in the College's intercollegiate athletic program. When faculty are assigned to such duties, they shall be given credit in the total assessment of their workload for the year. However, it is further understood that these duties may also be assigned to non-unit personnel.

   a. Workload equivalents for faculty who coach intercollegiate sports shall be granted according to the following schedule.

Sport	Credit Hour Equivalents
Basketball (M,F)	five (5)
Cross Country/Track (M)	three (3)
Cross Country/Track (F)	three (3)
Field Hockey (F)	three (3)

Skiing (M,F)	three (3)
Soccer (M,F)	twelve(12)
Softball (F)	six (6)
Swimming (M,F)	three (3)
Volleyball (F)	three (3)

b. When a single faculty member is assigned both the men's and women's team in a given intercollegiate sport, the appropriate credit hour equivalent will be arrived at through discussion between the faculty member and the Vice President for Academic Affairs.

c. Credit hour equivalents for coaching will be assigned to the faculty member during the time of the academic year when the sport season occurs.

d. If any other such sports assignments are added during the life of this Agreement, the appropriate equivalents shall be agreed to by the parties.

6. From time to time faculty may be assigned coordination duties related to certain aspects of the academic program. When faculty are assigned to such duties, they shall receive credit in the total assessment of their workload for the year. However, it is further understood that these duties may also be assigned to non-unit personnel.

Coordination duties shall be granted credit hour

equivalents according to the following schedule.

Credit Hour Equivalents per Semester

Student Teaching	six (6)
Theatre Arts and Speech	three (3)
Technical Theatre	three (3)
Freshman English	three (3)

If any other such academic coordination duties are added during the life of this Agreement, the appropriate equivalent shall be agreed to by the parties.

7. Supervising of Student Teachers

Faculty members assigned to supervise student teachers shall receive three (3) academic credit hours for each six (6) students they supervise. No one shall be assigned more than twenty-four (24) students during any one semester.

8. Office Hours

Faculty members shall maintain a minimum of three office hours per week on three different days per week during the regular semester. Faculty will post and maintain their office hours and are encouraged to have evening office hours at least one day per week to accommodate non-traditional students.

9. Academic Advising

Each bargaining unit faculty member shall be assigned no more than twenty-one (21) students for whom he/she

will serve as the academic advisor of record. The College may assign more than 21 student advisees to a faculty member with his/her consent.

10. Librarians

    a. Librarians will be scheduled for thirty-seven and a half (37.5) hours per week, of which normally no more than six (6) hours per week shall be after 5:00 p.m. and normally no more than fifteen (15) hours per month shall be on Saturdays and/or Sundays.

    b. Item 10a will not prevent the College from hiring librarians to work primarily evenings or weekends, provided such a schedule is agreed to at the time of employment.

11. Except when excused for appropriate reasons, faculty members on active appointment are expected to attend and participate in the following activities:

    Honors Convocation

    Commencement

    Up to two general faculty meetings per academic year

12. The teaching responsibilities and other duties of each faculty member as specified in this Article will be assigned by the Divisional Deans, subject to the approval of the Vice President for Academic Affairs.

13. For each academic credit hour above the normal 24 credit hour load, the faculty member will be paid according to the following schedule:
    - $400 per credit hour for instructor and assistant professors.
    - $450 per credit hour for associate professor.
    - $500 per credit hour for professor or the appropriate rate paid by the School of Lifelong Learning, whichever is higher.
14. The need for overload assignments will be determined by the discipline with the consent of the faculty member and subject to the approval of the appropriate administrative officer.
15. Academic Coordinators
    a) Each of the disciplines and discipline groups listed below will have a coordinator for the purpose of facilitating communications and operations between and among the faculty and the divisional deans. All academic coordinators shall be full-time faculty.
    b) Except in unusual circumstances, coordinator's duties shall be confined to the academic year. Such circumstances may include but are not limited to such activities as summer search committees, special equipment purchases, and the like.
    c) Responsibilities:

1. Call, preside at and provide notes of faculty meetings.

2. Attend regular meetings of the Dean's Council, which consists of the divisional dean and coordinators.

3. Respond to inquiries from prospective students regarding the academic programs.
4. Construct the requested teaching schedule for each semester and summer session, within guidelines provided by the divisional dean based upon anticipated demands and contractual obligations.
5. Provide leadership in developing requests for equipment, major supplies or library acquisitions as directed by the divisional dean. Divisional budget requests and final budget allocations will be provided to the Coordinators.
6. Serve as ex-officio member of search committees for regular faculty and advise and assist the divisional dean regarding the hiring of all faculty.
7. Advise the divisional dean on approval or transfer courses for major credit, course substitutions, teacher certification credit and waivers of major requirements.
8. Provide leadership in curriculum development within the faculty. Take informational votes for the Divisional Curriculum Committee. Appoint the discipline representative to the Divisional Curriculum Committee.
9. Organize, convene, and oversee the DPEC. With the divisional dean, develop a schedule for regular DPEC evaluation of tenured faculty (non-tenured faculty are evaluated annually). Insure that appropriate deadlines are established, that DPEC reports are prepared and submitted in a timely way, and that the reports reflect consistent evaluation methods and standards.

10. Receive notice of faculty absences and sabbatical leave applications.

d. Selection:

a. The term of a coordinator's appointment shall normally be two years, with a limit of three consecutive terms.

b. In applicable years each discipline group will nominate one or two individuals to the divisional dean before the end of the fall semester, with the new term of appointment to begin with the next contract year.

c. The coordinator shall be evaluated annually by the voting members of the DPEC and then by the divisional dean. The divisional dean's evaluation will be reviewed and signed by the Vice President for Academic Affairs.

d. The Vice President for Academic Affairs shall provide academic coordinators with the opportunity annually to contribute written information to be considered in the Vice President's evaluation of the divisional deans.

e. Reassigned Time for Academic Coordinators (per academic year)

Reassigned time is granted as compensation for the duties and responsibilities outlined in Section 15a.

Coordinator Reassigned Time

Discipline	
Art	6
TASF	9
Music	10
English/Journalism	9
Philosophy/History	9
Languages	8
Psychology	9
Management	6
Econ/POSC	6
Geog/Soc/Anthro	9
Math/CS	9

Life Sciences	9
Physical Sciences	9
Physical Education	9
Special Education	9
Industrial Education	9
Education	12
Human Services	9

f) Stipend:

In addition to the reassigned time outlined above, coordinators shall receive a stipend of $1500.00

In the second year of the agreement, in lieu of increased reassigned time in the discipline, the following coordinators shall receive a stipend of $2000.00: Music, IET, Management, Art.

In the event that in the second year of the agreement stipends at Plymouth State College exceed $1500.00 for all coordinators, at the time of the re-opener for salary and benefits the parties agree to re-open the agreement to discuss coordinator stipends only.

g. Additional Provisions

Provisions will be made for each academic coordinator to have adequate secretarial and copying help.

Professional development conferences of value to academic coordinators will be encouraged by the Vice President's office.

Three credits of reassigned time shall be granted to the chairs of the Senate, the Curriculum Committee, the Academic Overview Committee and FEAC.

ARTICLE XIII

WORK YEAR

For faculty, the work year shall begin one week prior to registration for the fall semester and shall end three weeks after the final day of examinations for the spring semester.
For library faculty, the normal work year shall be on a continuous year-round basis. The exception shall be that, on an internally-established schedule approved by the Vice President: Academic Affairs, one librarian per year shall be able to take a leave without pay for the period beginning three weeks after the final day of examinations for the spring semester and ending one week prior to registration for the fall semester.

ARTICLE XIV

SYSTEM-WIDE VACANCIES AND TRANSFERS

1. Consistent with Equal Employment Opportunity legislation, faculty who desire to apply for vacancies within USNH shall be seriously considered for such vacancies before individuals not currently employed within the system are selected.

2. USNH shall notify faculty and KSCEA of all academic, professional and administrative vacancies which exist within USNH as soon as such vacancies are advertised.

3. Faculty members may only be transferred within USNH under extraordinary circumstances.

4. No faculty member shall be reduced in rank, or lose time in service or rank, or lose tenured status as a result of transfer under Section 3; nor shall he/she suffer a reduction in salary for the same or similar duties.

ARTICLE XV

RETRENCHMENT

1. Retrenchment as a result of financial considerations, program curtailment, elimination of courses or other reasons shall be applied as hereinafter set forth.

a. The College retains the sole and exclusive right to determine the need for retrenchment, the magnitude of the retrenchment and the programs and disciplines within which retrenchment shall take place.

b. The College shall notify the Association of any planned retrenchment and agrees to make available to the Association any financial or other data relating to the decision to retrench.

c. The College shall give consideration to alternatives to retrenchment, such as attrition, shared load and reassignment, prior to retrenchment.

d. When retrenchment becomes necessary, the College shall consider the following factors in deciding which faculty shall be retrenched:

i. Academic qualifications and teaching ability;

ii. Projected staffing needs and ability of faculty to meet those needs;

iii. Affirmative action goals;

iv. Seniority.

When factors i.,ii., and iii. are equal, seniority shall govern.

e. Consistent with Section d.(i.- iii.) above, full-time faculty will not be retrenched when the needs giving rise to the retrenchment can be met by the termination of temporary employees, Consistent with Section d. (i.-III.) above, tenured faculty will not be retrenched when the needs giving rise to the retrenchment can be met by the termination of non-tenured employees.

f. The College shall notify faculty members of re-trenchment according to the following notices:

.For faculty with less than two years of service, at least one semester before the expiration of an appointment.

.For faculty with two or more years of service, at least two semesters before the expiration of an appointment.

2. a. Persons removed as a result of retrenchment shall be advised of the opportunity for re-employment in the same position at the College for one (1) year succeeding the retrenchment year. Persons removed as a result of retrenchment shall be advised of, and may apply for, other unit positions at the College which may become vacant for one (1) year succeeding the retrenchment year. Such faculty

must apply for such vacancies within ten (10) days after receipt of notice, and they will be given preference for the position if qualified, consistent with affirmative action goals

b. The faculty member so reinstated or appointed under section (a) above shall not lose any of his/her previous seniority; however, he/she shall not accumulate seniority while re-trenched. Any such offer of reinstatement or appointment under Section 2(a) above must be accepted within twenty (20) days of receipt of such offer. Faculty who are retrenched have an obligation to maintain with the College their current mailing address.

3. Seniority under this Article shall be defined as length of service from most recent date of hire at USNH.

ARTICLE XVI

SABBATICAL LEAVE

1. Faculty members with the rank of assistant professor or above become eligible for a sabbatical leave of absence for professional development upon completion of six full years of full-time service in the rank of instructor or above, not including time spent on previous leaves without salary. Subsequent eligibility for sabbaticals shall be upon completion of six full years upon return from the previous sabbatical.

2. Leaves of up to one semester with full salary or two semesters with half salary may be granted. Such leaves shall constitute continuous service time for the purpose of general salary increases and benefits. The faculty member will accrue service time in rank for promotion, tenure and seniority. Any sabbatical leave must have the approval of the Vice President for Academic Affairs.

3. A sabbatical leave is for the purpose of professional study and research which promises to contribute to the development of the faculty member in relation to his/her capacity at the College. Applicants for sabbatical leave must develop a specific proposal which outlines the benefits expected for both the College and the individual.

4. Sabbatical leaves are granted with the agreement that the recipient shall return to the service of the College for at least one year or reimburse the full amount of salary received and the College's share of the benefits provided while on leave.

5. No such leave shall be considered a termination or breach of the contract of employment and the faculty member on sabbatical leave shall be entitled to the same position occupied prior thereto except as affected by the operation of Article XV, Retrenchment.

6. Nothing in this article shall be construed to prevent any faculty member on sabbatical leave from receiving a grant for further study from any institution of learning other than USNH.

7. A committee of five faculty members chosen by KSCEA shall receive all applications for sabbatical leaves at a time and in a manner which it shall determine and announce. The committee shall review and prioritize the applications and make its advisory recommendations to the Vice President for Academic Affairs.

8. The Vice President for Academic Affairs shall not arbitrarily reject the recommendations of the Sabbatical Leave Committee.

ARTICLE XVII

LEAVES WITHOUT PAY

Leaves without pay may be granted at the discretion of the College for appropriate reasons for a period of up to one (1) year. Such leaves may be extended for one (1) additional year at he discretion of the College.

If a faculty member is granted a leave without pay, the College will continue to pay its share of any benefits for 120 days provided, however, that if the faculty member does not return to work, he/she may be required to reimburse the College for the benefit costs.

Faculty on leaves of absence without pay shall not accrue service time in rank for promotion, tenure, or seniority. Such leaves shall not constitute a break in service time for the purpose of general salary increases and benefits. When such leaves of absence are initiated by the College for reasons of professional improvement, the faculty member will accrue service time in rank for promotion, tenure and seniority.

ARTICLE XVIII

OTHER LEAVES

For specific language regarding Disability/Maternity Leaves, Professional Leaves, Bereavement Leave, Jury Duty Leave and Military Leave, refer to the University System of New Hampshire Benefits Policies.

ARTICLE XIX

MISCELLANEOUS WORKING CONDITIONS

1. The College will provide office space for each faculty member equipped with a desk, two chairs, a bookcase and filing cabinet. No more than two (2) faculty members will be assigned to an office.

2. Faculty members shall have reasonable access to secretarial assistance, duplicating services, and supplies for the preparation of teaching materials, examinations and related materials.

3. All rights and privileges of access to library materials and services currently available shall continue.

4. Each faculty member shall have reasonable access to telephone services including the use of the New Hampshire WATS line and out-of-state long distance service for academic business.

5. Professional travel funds shall be allocated to the divisional budgets at a level of $250.00 per faculty member per year to support the cost of travel, meals and lodging for attendance at professional meetings by faculty within the division. Normally no more than $900.00 per year will be allocated to an individual faculty member.

For each of the academic years (1989-1990 and 1990-1991) covered in this contract, the administration shall set aside $17,500 for the Faculty Development Pool, from which all bargaining unit members may apply for Faculty Development Fund grants. Such grants shall be used to cover expenses including but not limited to costs of equipment, research, travel, tuition and compensation.

Any compensation paid during the term of the grant shall not continue in the recipient's salary base after the completion of the grant period. This program is independent of and complementary to other College programs such as the sabbatical leave program and the Instructional Innovation Center.

6. Professional Development Fund Supplement

Once the Trustees provide for the budgeting of the endowed funds received under the Capital Campaign, interest from the fund dedicated to faculty development shall be added to the pool of money available for faculty development described.

Applicants for monies from the Faculty Development Pool shall submit proposals for research, education, program development, or professional activities. A joint faculty-administration committee shall be established to develop guidelines, evaluate proposals and recommend grant recipients to the President of the College. The committee shall also administer the Fund.

7. As resources permit, the Vice President: Academic Affairs may support additional requests for professional development through such activities as attending seminars, presenting papers or serving a related function in a professional meeting.

8 . Faculty members traveling on approved official business and/or institutional trips shall be reimbursed for reasonable expenses in accordance with existing College policies.

9. The College and the faculty agree to abide by applicable federal and state laws concerning health and safety in the

workplace. The College shall mail the minutes of the College Safety Committee meetings to the President of the KSCEA.

ARTICLE XX

ASSOCIATION RIGHTS

1. It is agreed that the College Administration and the Executive Committee of the Association will meet periodically to discuss and attempt to resolve problems of mutual concern. Two such meetings may be called upon the request of the Administration or the President of the Association each semester and during the summer, with additional meetings as mutually agreed. Agendas, which shall include items of mutual concern, and length of meetings (not to exceed 8 hours each) shall be agreed upon within seven (7) days of such meetings.

2. The College shall provide the President of the Association, as soon as available, a copy of the advance agenda of monthly meetings of the Board of Trustees and a copy of the minutes of such meetings.

3. The College shall make available to the Association, upon its request and within a reasonable time thereafter, such information and data as are necessary for collective bargaining and/or the implementation of this Agreement. The College shall not be obliged to prepare or to otherwise produce such information or data in any other form than already exists at the time of the request if such preparation or production would be unreasonably burdensome.

4. Faculty members as individuals or representatives of the Association shall be permitted to participate in conferences or meetings with a representative of the College regarding

grievance step meetings or meetings under this Article,with adequate release time and no loss in pay or other penalties. Such meetings shall be scheduled at times which shall not unreasonably interfere with the operation of the College.

5. The College shall deduct in bi-monthly installments the regular annual dues of the Association from the pay of those faculty who request on the Association membership form that such deductions be made. Faculty may request payroll deductions only during the months of September and January of each work year. The amount to be deducted shall be certified by the Association to the College and the aggregate deductions shall be remitted monthly to KSCEA together with an itemized statement containing the names of the faculty members with the amount deducted for each one. Remittance to the Association shall be made by the last day of the month following the month in which such deductions have been made. The Association shall hold the College harmless with regard to any action arising out of its compliance with this section.

6. <u>Association Use of Facilities</u>

A. The Association shall have the right to make reasonable use of College space, facilities, and equipment in accordance with present College procedures, for activities relating to its position as the recognized representative of the members of its bargaining unit.

B. The Association shall be entitled to reasonable use of the campus mail, without cost, in accordance

with College procedures. The Association agrees to limit its use to material directly related to its function as collective bargaining agent.

C. The Association shall have the right to post, at appropriate designated places on the campus, bulletins and notices relevant to official Association business.

D. Duly authorized representatives of KSCEA shall be permitted to transact official KSCEA business on campus at reasonable times.

E. The College shall provide KSCEA, at the Association's option, with adequate on-campus office space, equipped with standard office furnishings sufficient for two persons. The current per square foot cost for operation and maintenance will be charged to the Association. Typewriter and telephone costs and office furnishings maintenance costs will be borne by the Association.

F. The Association shall continue to be entitled to hold meetings at reasonable times. The Association, its officers, and members shall not engage in Association activities which unreasonably interfere with normal College operations.

G. The College shall provide within 30 days of execution of this contract, a copy of this Agreement to each member of the Association's bargaining unit and an additional 20 copies to the Association. The

College shall provide each new faculty member a copy of this Agreement.

H. The administration shall forward a copy of the initial appointment letter of each new faculty member to the President of KSCEA.

I. When a new appointment is made, the administration shall send a copy of Articles X and XII with the appointment letter.

ARTICLE XXI

SALARY

I. All increases are retroactive to the first day of appointment for fiscal 1990.

Increases in A, B and C below shall not apply to faculty hired on or after July 1, 1989.

A. Faculty awarded promotions effective with the 1989 - 1990 academic year shall receive the following increase in base salary:

Associate Professor to Professor	$2,000
Assistant Professor to Associate Professor	$1,500
Instructor to Assistant Professor	$1,200

B. There shall be a salary increase of 6% of the average salary by rank held as of September 1, 1989, which shall be added to the 6/30/89 base annual salary or each employee who was a member of the unit on or before 6/30/89, and who is continuing.

Professors	2400
Associate	2000
Assistant	1800
Instructor	1400

C. There shall be an equity pool of $135,300 to address problems within and among continuing faculty. An equity committee of 3 elected faculty and 3 administrators shall agree to the distribution within 30 days of the settlement.

D. After increases listed above, no employee shall be paid below the following minimum for his/her rank:

Instructor	$24,000
Assistant Professor	$27,000
Associate Professor	$32,000
Professor	$38,000

Of the $5,000 estimated to be the cost of implementing the minimum salaries in rank, any money which remains after minima are achieved shall be added to the equity pool in C above and distributed accordingly. If the cost is more than $5,000 it shall be paid by the Administration.

The order of implementation shall be A through D. All salary increments shall be made in whole $10.00 amounts.

Continuing faculty, for the purpose of this amendment, are defined as those on payroll as of June 30, 1989 including those on approved and paid and unpaid leaves, who have not resigned before the signing of this agreement or have been issued a terminal contract resulting from an unsatisfactory evaluation.

E. There shall be a discretionary pool of $17,500 available to the President for granting salary increases to bargaining unit employees. From this pool the President shall dedicate $2,500 to be used for faculty development in addition to the $15,000 already set aside for that purpose. (See Article XIX Section 5.) Among other categories, the President may use this money for such things as enhancing salary equity, recognizing merit or achievement and matching outside offers.

ARTICLE XXI

II. 1989-90 - The collective bargaining agreement shall be reopened on or before March 1, 1990 for the sole purpose of negotiating Article XXI and XXII (Salary and Benefits) as they relate to compensation for the second year of the collective bargaining agreement.

ARTICLE XXII

BENEFITS (SUPPLEMENTAL COMPENSATION)

Unless otherwise qualified by this Agreement, faculty members covered by this Agreement receive the same benefits as provided to other faculty throughout the University System of New Hampshire. Unit members will be advised in advance of changes in the level of benefits (supplemental compensation) prior to their taking effect.

The faculty at Keene State College may designate a representative to the USNH Systems Personnel Policies Council which regularly considers proposed benefits modifications and makes recommendations to the Administrative Board.

The College agrees to make available to the faculty Blue Cross/Blue Shield and HMO options. Effective 1/1/90 premium contributions made by USNH to those faculty who may elect the Blue-Cross/Blue Shield or HMO option shall be increased by 17% above the current USNH contribution level. Premium contribution made by USNH shall be equal to premium contributions made by USNH to other existing health insurance plans within the system. Any cost for Blue Cross/Blue Shield or HMO options which exceed the premium for other system health insurance plans shall be born by payroll deduction for those faculty who enrolled in the Blue Cross/Blue Shield option or HMO options.

ARTICLE XXIII

NO STRIKE OR LOCKOUT

1. The Association, on behalf of its officers, agents and members, and all faculty members agree that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes, slow-downs, walkouts, or withholding of services.

2. Any member of the unit who violates the provisions of this Article will be subject to discipline, including discharge.

3. The Association agrees to indemnify the College for all expenses and damages that occur as a result of prohibited activity under Section one of this Article when such action is publicly condoned by the Association. In the event of a prohibited strike under this Article, the Association agrees to use every reasonable effort to inform members of the unit of the illegality of such activity and of the Association's policy of opposition to such activity.

4. The College agrees that it shall not invoke any lockouts for the life of this Agreement or any written extension hereof.

ARTICLE XXIV

SEPARABILITY

If any provision of this Agreement or any application of the Agreement shall be found contrary to law or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE XXV

DURATION

1. Except as otherwise herein provided, this Agreement shall continue in full force and effect from July 1, 1989 until midnight June 30, 1991 and shall be automatically renewed from year to year thereafter unless the Association serves written notice on the College by registered mail on or before May 21, 1990, or any May 21 of even numbered years thereafter, of its desire to terminate or amend this Agreement. In such a case, the Association shall serve notice of intent to bargain on or before May 21, 1990, or any May 21 of even numbered years thereafter. All Association proposals, including cost items, shall be presented to the College on or before January 15, 1991 or any January 15 of odd numbered years thereafter.

IN WITNESS WHEREOF, The Board has caused this instrument to be signed and sealed by its duly authorized representatives and the Association has caused this instrument to be signed and sealed by its duly authorized representative on this 7th day of December, 1989.

KEENE STATE COLLEGE EDUCATION ASSOCIATION, KSCEA/NEA

By _____
President, KSCEA

By _____
Chair, KSCEA Negotiating Team

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

By _____
Cotton M. Cleveland
Chairman, University System of New Hampshire Board of Trustees

By _____
Claire A. Van Ummersen
Chancellor, University System of New Hampshire

By _____
Judith A. Sturnick,
President
Keene State College